

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District Of New York

In re Lehman Brothers Holdings Inc.,

Case No. 08-13555

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

HBK MASTER FUND L.P.

Name of Transferee

Goldman Sachs & Co.

Name of Transferor

Name and Address where notices to
transferee should be sent:

HBK Master Fund L.P.
c/o HBK Services LLC
2101 Cedar Springs Road, Suite 700
Dallas, TX 75201

Court Claim Number: 35511

Allowed Amount of Claim with respect to
ISIN XS0211093041 \$215,456.34

Allowed Amount of Claim with respect to
ISIN XS0211093041 to be transferred:
\$215,456.34 (or 100% of the Allowed Amount
of Claim with respect to ISIN XS0211093041)

Court Claim Number: 58221

Allowed Amount of Claim with respect to
ISIN XS0211093041: \$861,825.36

Allowed Amount of Claim with respect to
ISIN XS0211093041 to be transferred:
\$861,825.36 (or 100% of the Allowed Amount
of Claim with respect to ISIN XS0211093041)

Court Claim Number: 67196

Allowed Amount of Claim with respect to
ISIN XS0211093041 \$1,436,357.60

Allowed Amount of Claim with respect to
ISIN XS0211093041 to be transferred:
\$1,436,375.60 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0211093041)

Court Claim Number: 67197

Allowed Amount of Claim with respect to
ISIN XS0211093041: \$718,187.80

Allowed Amount of Claim with respect to
ISIN XS0211093041 to be transferred:
\$718,187.80 (or 100% of the Allowed Amount
of Claim with respect to ISIN XS0211093041)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0219677423: \$2,128,658.66
Allowed Amount of Claim with respect to
ISIN XS0219677423 to be transferred:
\$2,128,658.66 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0219677423)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0244837547: \$2,270,569.23
Allowed Amount of Claim with respect to
ISIN XS0244837547 to be transferred:
\$2,270,569.23 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0244837547)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0247770067: \$2,568,581.45
Allowed Amount of Claim with respect to
ISIN XS0247770067 to be transferred:
\$2,568,581.45 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0247770067)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0278266951: \$2,807,783.47
Allowed Amount of Claim with respect to
ISIN XS0278266951 to be transferred:
\$2,807,783.47 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0278266951)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0283174927: \$1,816,806.40
Allowed Amount of Claim with respect to
ISIN XS0283174927 to be transferred:
\$1,816,806.40 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0283174927)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0287160104: \$1,751,445.54
Allowed Amount of Claim with respect to
ISIN XS0287160104 to be transferred:
\$1,751,445.54 (or 100% of the Allowed

Amount of Claim with respect to ISIN
XS0287160104)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0294778336: \$1,689,282.85
Allowed Amount of Claim with respect to
ISIN XS0294778336 to be transferred:
\$1,689,282.85 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0294778336)

Court Claim Number: 66962
Allowed Amount of Claim with respect to
ISIN XS0297155136: \$1,701,110.31
Allowed Amount of Claim with respect to
ISIN XS0297155136 to be transferred:
\$1,701,110.31 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0297155136)

Court Claim Number: 45018
Allowed Amount of Claim with respect to
ISIN XS0232364868: \$2,983,369.37
Allowed Amount of Claim with respect to
ISIN XS0232364868 to be transferred:
\$2,983,369.37 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0232364868)

Court Claim Number: 43867
Allowed Amount of Claim with respect to
ISIN XS0243354619: \$2,838,211.54
Allowed Amount of Claim with respect to
ISIN XS0243354619 to be transferred:
\$2,838,211.54 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0243354619)

Court Claim Number: 59846
Allowed Amount of Claim with respect to
ISIN XS0244530498: \$2,898,039.06
Allowed Amount of Claim with respect to
ISIN XS0244530498 to be transferred:
\$2,898,039.06 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0244530498)

Court Claim Number: 55814
Allowed Amount of Claim with respect to
ISIN XS0246082043: \$45,966.75
Allowed Amount of Claim with respect to
ISIN XS0246082043 to be transferred:
\$45,966.75 (or 100% of the Allowed Amount
of Claim with respect to ISIN XS0246082043)

Court Claim Number: 55824
Allowed Amount of Claim with respect to
ISIN XS0246082043: \$1,213,809.51
Allowed Amount of Claim with respect to
ISIN XS0246082043 to be transferred:
\$1,213,809.51 (or 100% of the Allowed
Amount of Claim with respect to ISIN
XS0246082043)

Phone: (214) 758-6107
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct #: _____

Name and Address where transferee
payments should be sent (if different from
above):

Phone: _____
Last Four Digits of Acct #: _____

I declare under penalty of perjury that the information provided in this notice is true and correct
to the best of my knowledge and belief.

By: /s/ J. R. Smith
Transferee/Transferee's Agent

Date: July 3, 2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Goldman, Sachs & Co.** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **HBK Master Fund L.P.** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto, each filed by or on behalf of Seller or Seller's predecessors in interest (each, a "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto. For the avoidance of doubt, Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or Seller or any prior seller.

2. Seller hereby represents and warrants to Purchaser that: (a) each Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) each Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, objections, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proofs of Claim collectively include the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) Seller has delivered to Buyer a true and correct copy of the Notice of Proposed Allowed Claim Amount for each Proof of Claim ("**Notice**") received by Seller and no action was undertaken by Seller with respect to any Notice.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller

transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to any Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this ____ day of ____ 2013.

GOLDMAN, SACHS & CO.

By: 

Name:

Jeremiah Keefe

Title:

Managing Director

30 Hudson Street, 5th Floor

Jersey City, NJ 07302

Attn: Michelle Latzoni

Email: gsd.link@gs.com

Tel: (212)934-3921

HBK MASTER FUND L.P.

By: **HBK Services LLC**

Investment Advisor

By: 

Name:

J. BAKER GENTRY, JR.

Title: Authorized Signatory

2101 Cedar Springs Road, Suite 700

Dallas, Texas 75201

Telephone: (214) 758-6107

Facsimile: (214) 758-1207

Attention: General Counsel

legal@hbk.com

Schedule 1

Transferred Claims

Purchased Claim

As set forth below.

Lehman Programs Securities to which Transfer Relates

	Proof of Claim Number	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount		Allowed Amount (USD)
1	35511	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	150,000.00	215,456.34
2	58221	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	600,000.00	861,825.36
3	67196	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,000,000.00	1,436,375.60
4	67197	XS0211093041	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	500,000.00	718,187.80
5	66962	XS0219677423	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,500,000.00	2,128,658.66
6	45018	XS0232364868	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,000,000.00	2,983,369.37
7	43867	XS0243354619	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,000,000.00	2,838,211.54
8	59846	XS0244530498	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,000,000.00	2,898,039.06
9	66962	XS0244837547	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,600,000.00	2,270,569.23

Schedule 1-1

10	55814	XS0246082043	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	32,000.00	45,966.75
11	55824	XS0246082043	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	845,000.00	1,213,809.51
12	55829	XS0246082043	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,316,000.00	1,890,382.63
13	66962	XS0247770067	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,810,000.00	2,568,581.45
14	66962	XS0278266951	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,130,000.00	2,807,783.47
15	66962	XS0283174927	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,520,000.00	1,816,806.40
16	66962	XS0287160104	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,580,000.00	1,751,445.54
17	66962	XS0294778336	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,500,000.00	1,689,282.85
18	66962	XS0297155136	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,800,000.00	1,701,110.31
19	62743	XS0313100678	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	800,000.00	1,135,284.62
20	62744	XS0313100678	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,200,000.00	1,702,926.93
21	51168	XS0324269488	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,690,000.00	1,538,168.93
22	51150	XS0332634657	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,716,000.00	1,458,905.63
23	55813	XS0335964648	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	120,000.00	170,292.69
24	55818	XS0335964648	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	25,000.00	35,477.64

25	55829	XS0335964648	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,950,000.00	2,767,256.25
26	51140	XS0338465254	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,981,000.00	1,953,629.61
27	51152	XS0344072318	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	1,845,000.00	1,680,582.93
28	55394	XS03444576110	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	267,000.00	378,901.24
29	55403	XS03444576110	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR	2,020,000.00	2,866,593.66

